Gazette No. 5 dated 4th December 1956.
PART I

Labour Department

NOTIFICATION

No. L. Dis. 27658|56|DD.

Dated, Trivandrum, 29th November 1956.

The award of the Industrial Tribunal, Ernakulam, in respect of the dispute between National Motors Ltd., Perumbavoor, and their workmen represented by the Secretary, Perumbavoor Motor Workers' Union, Perumbavoor, received by Government on 19-11-1956 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
GEORGE THOMAS,
Industries and Labour Secretary.

Before

V. U. JOSEPH, B. A., B. L.,

Industrial Tribunal, Ernakulam

INDUSTRIAL DISPUTE No. 10|56.

Between

NATIONAL MOTORS LTD., PERUMBAVOOR

And

THE SECRETARY,

PERUMBAVOOR MOTOR WORKERS' UNION, PERUMBAVOOR.

AWARD

The above dispute was referred to this Tribunal by the Government Order L. Dis. 1586|55|DD. dated 16-4-1956. The matters referred for adjudication are:—

1. Whether the retrenchment of the following workmen is justifiable and to what relief are they entitled:—

(a) In case the retrenchment is justifiable and
(b) in case it is not justifiable.

Names of the workmen:

(i) A. Govindan, Carpenter
(ii) V. K. Ayyappan, Fitter
(iii) T. A. Abraham, Cleaner
(iv) Kuttappan Nair, Cleaner

2. Whether the dismissal of the following workmen is justifiable and to what relief are they entitled in case it is not justifiable.

Names of the workmen:

(i) K. S. Unni, Blacksmith
(ii) P. K. Nanoo, Blacksmith
(iii) T. V. Hamsa, Electrician
(iv) M. K. Bhaskaran, Fitter
(v) K. Bhaskaran Pillai, Driver

3. Whether the cut in pay or dearness allowance of the workmen effected from 1-11-1954 is justifiable and if not to what relief the concerned workmen are entitled.

In the statement of the Union it is contended that the retrenchment is not justifiable. At the time of retrenchment the management was carrying on extensive and profitable contract works and there was absolutely no reason for the company to incur any loss. The Directors of the Company have borrowed large amounts from the company. No principle was observed by the management in the matter of retrenchment. The seniority and efficiency of those workers were not taken into consideration in effecting the retrenchment. After the retrenchment, fresh appointments have been made to take up the place of the retrenched workmen and certain new posts were also created. Thus economy was not the purpose of the retrenchment. Neither retrenchment benefit nor notice pay was given to the retrenched workmen. The retrenched workmen should be re-instated with full back wages.

The management dismissed Messrs. K. S. Unni, P. K. Nanoo, M. K. Bhaskaran and T. V. Hamsa alleging that these workmen were going on working outside the workshop and the workmen have completely denied the charge against them. Mr. K. Bhaskaran Pillai was dismissed for insubordination and he has denied this charge. No enquiry was conducted by the management before these workmen were dismissed. Thus the management had violated the principles of natural justice in punishing these workmen with dismissal. These dismissed workmen should be re-instated with back wages. The management had effected a cut in the salary of the workmen and the cut is unjustifiable and has to be lifted.

The management contents the retrenchment was effected for bona fide reasons and quite justifiable. The company was running at heavy loss and was unable to bear the financial burden. The business of the concern ended in heavy loss and retrenchment was inevitable and was effected with due consideration of the question of seniority and efficiency. In view of the financial position of the company brought about by circumstances beyond the control of the Management, the claims raised by workmen for re-instatement is unjustifiable and cannot be allowed.

The dismissal of the workmen concerned was made on proper and valid grounds after reasonable notice and proper enquiry and quite in accordance with the principles of natural justice. The allegation contained in the statement of the Union as regards grounds of dismissal are untrue, and the explanation offered by them are unjustifiable and unacceptable. The dereliction of duties, the disobedience, etc., on the part of the workmen as grounds for dismissal are facts which can be borne out by records in the company. In consideration of the pecuniary condition of the company the prayers of these dismissed workmen for re-instatement or compensation are not justifiable or allowable.

According to the management the cut in the salary and allowance was necessitated by the too heavy financial burden of the company and was made with the consent and knowledge of the workmen. And in fact the salary cut was withdrawn with regard to drivers and is in force with regard to the workmen in the workshop section alone.

This dispute was originally referred to the Trivandrum Tribunal and the parties filed their respective statements during the pendency of the dispute before that Tribunal. The parties have expressed their willingness to adopt these statements as statements before this Tribunal. The representative of the management was absent on 14-3-1955 and the case stood posted for the evidence of the Union and disposal to 18-4-1955. There was no sitting on 18-4-1955 and the case was adjourned to 20-4-1955 and nothing further was done during the pendency of this dispute before that Tribunal. Finally it was referred to this Tribunal by the above referred Order, dated 16-4-1956.

Mr. N. V. Moidu, the Resident Director, was representing the management, and the Union President Mr. N. Chittaranjan was representing the Union. Mr. N. V. Moidu executed a vakkalath in favour of Advocate Mr. C. M. Ramachandra Menon. But Mr. Chittaranjan objected to the appearance of Mr. N. V. Moidu through Advocate and therefore the appearance through advocate was not allowed.

The case was ripe for evidence by 31-8-1956. From 31-8-1956 it was adjourned to 15-10-1956 and finally to 9-11-1956. Mr. Moidu was absent on all these occasions. The court was made to understand that the parties are trying to compromise the matter. And finally on 9-11-1956 the management was declared ex parte and the Union examined their President and T. V. Hamsa one of the workmen.

Issue No. 1.

During the pendency of the dispute before the Industrial Tribunal, Trivandrum, the management moved for the closure of the concern as it was not possible for them to run the concern for want of work in the factory and due to financial and other difficulties, and also to discharge all the workmen. This was opposed by the Union and in the written objection filed by the Union there was prayer by the Union for the issue of interim injunction to the Management directing them not to transfer their assets till the rights of the workmen were determined finally. The learned Tribunal allowed the application for permission to close down the entire business and discharge the workmen by its Order, dated 19-1-1956, and another Order was passed on the same day restraining the management of the National Motors Ltd., Perumbavoor, from selling or alienating the properties of the National Motors, Ltd., Perumbavoor. In the light of what has transferred during this dispute it is beyond any doubt that the retrenchment was effected bona fide and for justifiable reasons. The Management was unable to run the

concern for want of funds and therefore the retrenchment was perfectly justifiable. Eventhough the retrenchment is justifiable all the four workmen are entitled to get the compensation as provided in section 25F of the Industrial Disputes Act. These workmen have been in the service of the management concern for seven years and all of them were getting Rs. 45 a month and these workmen were not given the notice as provided by section 25F. For every completed year of service each workman is entitled to get 15 days' average pay and one months' notice pay. Each of the workmen is entitled to 3½ months' salary for the total service of 7 years and one month's notice pay. Thus each of the retrenched workmen A. Govindan, V. K. Ayyappan Nair, T. A. Abraham and Kuttappan Nair are entitled to get Rs. 202-8-0.

If the Management proposes to take into employment any persons, opportunity shall be given to the retrenched workmen to offer themselves for re-employment, and the retrenched workmen who offer themselves for re-employment shall have preference over other persons. The Management shall pay the entire amount within fifteen days of the publication of this award in the Government Gazette. If no payment is made by the management within the specified time, the workmen will be at liberty to proceed to recover as provided in section 25 (I) of the Industrial Disputes Act.

Issue No. 2.

The evidence given by WW1 and WW2 show that all the five workmen were dismissed on the ground of having preferred employment in other establishment and these witnesses have sworn that they have not gone for work in other establishment. No charge-sheets were given to any workman and the management did not ask for any explanation. The dismissal of the workmen without giving them charge-sheets and asking for their explanations is a violation of the principles of natural justice and the dismissal orders against all the five workmen are set aside and all of them are re-instated with back wages. All these workmen will be paid back wages from the date of the order of dismissal i.e., from 1-11-1954 to the date of closure i.e., till 19-1-1956, at the monthly rates given below:—

K. S. Unni	..	Rs.	150	per month
P. K. Nanoo	..	Rs.	175	"
T. V. Hamsa	..	Rs.	80	"
M. K. Bhaskaran	..	Rs.	90	"
K. Bhaskaran Pillai	..	Rs.	60	"

If the Management proposes to take into employ any persons, opportunity shall be given to all these five dismissed workmen to offer themselves for re-employment and such of the dismissed who offer themselves for re-employment shall have preference over other persons. The Management will pay all these amounts due to the dismissed workmen within 15 days of the publication of this award in the Government Gazette.

Issue No. 3.

As seen from the discussion regarding issues Nos 1 and 2, I am of opinion that the financial position was very unsatisfactory, nay even tottering just before the date of the alleged cut on 1-11-1954 and the business turnover also was going down. The move made by the management for closure of the concern and discharge the workmen were the inevitable result of the losses sustained by the management. In the result the cut made by the management in the pay and dearness allowance were only justifiable and the workmen have no right to lift the same.

In the result, the retrenched workmen are given compensation at the rate of Rs. 202-8-0 each and the dismissed workmen are given their monthly salary from 1-11-1954 to 19-1-1956 at the monthly rate given above. These two groups of men will have right to re-employment if they choose to offer themselves for re-employment. The cut effected by the management in the pay and dearness allowance is justifiable. The management will pay all these amounts within 15 days of the date of its publication in the Government Gazette.

I pass the award in terms indicated above. Both parties have to suffer their costs. This award shall become enforceable after 30 days of its publication in the Government Gazette.

Ernakulam,
14-11-1956.

V. U. JOSEPH,
Industrial Tribunal.

Witnesses examined by the workmen: WW 1 and WW 2.

WW 1 T. V. Hamsa
WW 2 N. Chittaranjan.

G. 4071

Labour Department

NOTIFICATION

No. L. Dis. 28286|56|DD.

Dated, Trivandrum, 29th November 1956.

The award of the Industrial Tribunal, Ernakulam, in respect of the dispute between the National Motors Ltd., Perumbavoor, and their workmen represented by the Secretary, the Perumbavoor Motor Workers' Union, Perumbavoor, received by Government on 19-11-1956 is hereby published under section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
GEORGE THOMAS,
Industries and Labour Secretary.

Before

V. U. JOSEPH, B. A., B. L.,
Industrial Tribunal, Ernakulam

INDUSTRIAL DISPUTE No. 18|56

Between

THE NATIDNAL MOTORS LTD., PERUMBAVOOR

And

THE SECRETARY,
PERUMBAVOOR MOTOR WORKERS' UNION, PERUMBAVOOR

AWARD

The Government in their Order L. Dis. 5158|55|DD, dated 18-4-1956, referred the above dispute for adjudication by this Tribunal. The issues referred to are:—

1. Whether the dismissal of Sri C. I. George, Accountant, is justifiable? If not to what relief is he entitled?

2. Is the retrenchment of Sri M. J. Poulose and Sri P. A. Bava justifiable?

ii. To what relief are they entitled—

(a) in case the retrenchment is justifiable?

(b) in case retrenchment is not justifiable?

In the statement of the Union it is contended that the dismissal of Sri C. I. George is without proper grounds. He was the Accountant of the Company from the beginning and has a long and unblemished record of service to his credit. Neither any charge was framed against him nor was he asked to give any explanation. He was not given any opportunity to vindicate his innocence. In dismissing Mr. George the Management has violated the principles of natural justice as well as the provisions of the Standing Orders of the Company. Mr. George has to be re-instated with back wages.

The Company is doing good business and getting large profits. The Company had done a large volume of business in transport as well as in repair works in the previous year. Large amounts are due from various customers. The Company is not taking any steps to collect these amounts. The retrenchment was effected without any bona fide. Fresh appointments were made even after the retrenchment. No notice was served upon the retrenched workmen before retrenchment. No payment in lieu of notice or in full settlement of claims were made. The retrenchment and dismissals of these workmen are unjustifiable.

In the statement of the Management it is contended that the dismissal of C. I. George was made on proper and valid grounds after notice and warnings and proper enquiries and was quite in accordance with the principles of natural justice. The service of Mr. George was dispensed with for his various acts of misconduct such as removal of the records of the Company and so on. On being questioned he admitted the same and agreed to terminate his services in fear of even worse consequences.

The retrenchment was effected for bona fide reasons. The Company was running at a heavy loss in the years under reference. The Company did its best to improve its business and undertook several new business adventures but they all ended in loss. The accounts and balance-sheets of the Company will reveal the true financial position of the Company. Large amounts are due from different customers and steps are being taken to recover the same. Retrenchment was inevitable and was the only remedy in the circumstances. No fresh appointments were made in the place of the retrenched workmen. In view of the financial position of the Company, brought about by circumstances beyond their control, the claims raised by the workmen for re-instatement or compensation are not justifiable and cannot be allowed. The above dispute and dispute No. 10|56 are between the same parties and were referred originally to the Trivandrum Industrial Tribunal. During the pendency of these disputes before that Tribunal, the Management moved for the closure of the concern and the discharge of all workmen. This move was opposed by the Union and written objections were filed. In the written objections filed by the Union there was a prayer for the issue of an interim injunction to the Management to direct them not to transfer their assets until the rights of the workmen were determined finally. The learned Tribunal allowed the application for permission for closure and also for discharge of workmen by its order, dated 19-1-1956, and another order was passed on the same day restraining the Management of the National Motors, Perumbavoor, from selling or alienating the properties of the National Motors, Ltd., Perumbavoor. This proceedings took place in dispute No. 10|56. The Management representative was absent on 9-11-1956 and he was declared ex parte. The Union examined the President Mr. N. Chittaranjan, and proved the case of the workmen.

Advocate Mr. C. M. Ramachandra Menon had filed a vakkalath for the Management, but the Union did not give consent to the Advocate to represent the Management. On 9-11-1956 also Mr. Ramachandra Menon's appearance was objected to.

In the light of what has transpired during the pendency of this dispute before the Trivandrum Tribunal it is beyond any doubt that the retrenchment was effected for bona fide and justifiable reasons. The Management was unable to run the concern due to losses and other difficulties. Even though the retrenchment was on justifiable reasons, the retrenched workmen must be paid compensation as provided in section 25F of the Industrial Disputes Act. Messrs. M. J. Poulose and P. A. Bava were in the service of the Company for a continuous period of eight years. Mr. Poulose and Mr. Bava were getting Rs. 40 and Rs. 50 respectively per month. These two workmen were not given either one month's notice or notice pay before retrenchment. According to section 25F of the Industrial Disputes Act a workmen is entitled to get 15 days' wages for every completed year of service and notice pay. Messrs. Poulose and Bava having been in the service of the Company for eight years each of them is entitled to get 4 months' pay and one month's notice pay; then each worker has to get five months' pay. Accordingly Mr. M. J. Poulose is to be given Rs. 200 and Mr. P. A. Bava is to get Rs. 250. The Management will pay the workmen concerned these amounts within a fortnight from the date of the publication of this award in the Government Gazette. In case of non-payment the workmen concerned will have the right to recover the same in the manner provided in section 25 I of the Industrial Disputes Act.

If the Management proposes to take into their employment any persons, opportunity will be given to the retrenched workmen to offer themselves for re-employment and the retrenched workmen who offer themselves for re-employment shall have preference over other persons.

Mr. C. I. George was the Accountant in the Company from its beginning until he was dismissed on 29-11-1954. He was dismissed from the Company without any reasons whatsoever. He was not given any charge-sheet nor any opportunity to explain his conduct. He was dismissed most arbitrarily and not even with any justifiable reasons. The Management has violated the principles of natural justice in dismissing Mr. C. I. George. His dismissal order is unsustainable and is set aside. He is re-instated with full back wages and house-allowance. He was getting a salary of Rs. 140 per month and a house-allowance of Rs. 10 per month. The Management will pay Mr. C. I. George back wages at the rate of Rs. 150 per mensem from the date of the dismissal order on 29-11-1954 till the date of the closure of the Company on 19-1-1956. As the Company was closed on 19-1-1956 with permission of the Industrial Tribunal, Trivandrum, the dismissed workman is entitled to get pay till 19-1-1956 only. If the Management proposes to take into employment any persons, opportunity shall

be given to the dismissed workman to offer himself for re-employment and if the dismissed workman Mr. C. I. George presents himself for re-employment, he shall be given preference over other persons. The Management will pay Mr. George the amount specified above within fifteen days from the date of the publication of this award.

The retrenched and dismissed workmen will be given compensation and back wages in the manner laid down above. They will be given preference for re-employment over other persons in case the Management proposes to take into their employment other persons.

I pass the award in terms given above. Both parties have to suffer their costs. This award will become enforceable after thirty days of its publication in the Government Gazette.

Ernakulam,
17-11-1956.

V. U. JOSEPH,
Industrial Tribunal.

APPENDIX

WW 1. N. Chittaranjan.

Gazette No. 5 dated 4th December 1956.

PART I

Labour Department

NOTIFICATION.

No. L. Dis. 27659/56/DD.

Dated, Trivandrum, 29th November 1956.

The award of the Industrial Tribunal, Ernakulam in respect of the dispute between Messrs. (1) The Burmah Shell Oil Storage and Distributing Co. of India Ltd., Ernakulam (2) The Standard Vacuum Oil Storage and Distributing Co. Ltd., Ernakulam and (3) The Caltex India Ltd., Ernakulam and their workmen represented by the Secretary, The Petroleum Workers' Union, Ernakulam received by Government on 19-11-1956 is hereby published under Section 17 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

By order of the Governor,
GEORGE THOMAS,
Industries & Labour Secretary.

Before

V. U. JOSEPH, B. A., & B. L.,

Industrial Tribunal, Ernakulam

INTERIM AWARD APPLICATIONS 70 AND 87

In

INDUSTRIAL DISPUTE No. 78/56

Between

THE BURMAH SHELL OIL STORAGE AND DISTRIBUTING COMPANY OF INDIA Ltd., ERNAKULAM

THE STANDARD VACUUM OIL STORAGE AND DISTRIBUTING COMPANY Ltd., ERNAKULAM

THE CALTEX INDIA Ltd., ERNAKULAM

and

THE SECRETARY,

THE PETROLEUM WORKERS' UNION, ERNAKULAM

INTERIM AWARD.

The above dispute was referred to this Tribunal for adjudication by Government Order L-Dis. 19079/56/DD dated 24-8-56. The matter referred to for adjudication is as given below:

What should be the quantum of bonus payable to the workmen for the year 1955?

After the statements of parties the workmen of the Burmah Shell Oil Storage and Distributing Company of India Ltd., whose names are given below in the appendix attached hereunder made two applications the first 41 persons in the appendix by M. P. 70/56 and the rest by M. P. 87/56 for passing an interim award. The petitioners state that they have been made

to understand that the company is willing to pay an amount calculated at one-third of the basic wages drawn by each workman as bonus for the year 1955 in full and final settlement. The offer made by the company is, according to the petitioners, fair and reasonable and is in consonance with an award made in Madras in respect of the same company. A large majority of workmen are willing to accept the amount offered by the company in full and final settlement of their claims. Further the company has agreed to make payments to the workmen if a majority of workmen individually accept the offer. Unfortunately, due to differences of opinion among the workmen they are unable to agree among themselves and receive the amount.

The company has filed objections expressing their willingness to pay bonus calculated at one-third of the basic wages earned by the workmen during the year 1955, inclusive of acting allowance, but excluding all other allowances in case the offer is acceptable to the workmen in full and final settlement of their claims for bonus for the year 1955. The General Secretary of the Petroleum Workers' Union, Mr. T. C. N. Menon, has filed objections. In the objection it is stated there is no difference of opinion among the workmen except that the first petitioner Mr. C. A. Vareed, who was removed from the presidentship of the Union on 30-1-1956, is engaging in certain refarious activities. Mr. C. A. Vareed has instigated the others to join the petition. He has vehemently denied that the offer made by the company is fair and reasonable and the award in Madras was passed on different considerations and has no bearing in this dispute. As a matter of fact, the year 1955 was an year of unprecedented profits for the company and as such it is an year which calls for increased bonus to the workmen concerned.

In the objection filed by the General Secretary of the Union it is alleged that of the petitioners Messrs. K. C. Raphael and P. J. George have not actually signed the petition and Messrs. K. V. Ikkoran and T. O. Santhiavoo have signed in the petitions without knowing the contents of the petition. All these four persons filed affidavits in Court today denying knowledge of the petitions M. P. 70 and 78 of 56. All these four persons were directed to appear in Court. Messrs. K. C. Raphael and K. V. Ikkoran appeared in Court and filed statement stating they have signed in M. Ps. 70 and 78 expressing their willingness to receive 1/3 of the basic wages as bonus. The other persons did not turn up. Advocate Mr. S. Narayanan Potti is appearing for them. These two persons along with others have executed vakkalath in favour of Sri. Potti. These two persons have not withdrawn the vakkalath executed in favour of Sri Potti. This vakkalath is still in force and the advocate has got the right to represent these two persons.

The only question that comes up for consideration at this stage of the trial of this dispute is whether an interim award can be passed in favour of the petitioners. The company has expressed their willingness to pay one-third of the basic wages

towards bonus for the year 1955 in case the offer is acceptable to the workmen. The petitioners are willing to receive the same in full and final settlement of their claim for bonus for the year 1955. The rights of the Union will not be affected by passing an interim award in favour of the petitioners. The Union is free to fight out their right even after the passing of interim award. The petitioners are quite contended to receive one-third basic wages in full settlement of their claim. The petitioners are poor workmen. They have very nrgent and pressing needs for money. To postpone the payment of bonus nntil the final enquiry into the dispute is closed is really denying them bonus. It is heart-burning to the workers. One in the hand is better than two in bush. It is just and fair that the petitioners are given their bonus amounts now itself. That also will not prejudice the rights of the Union. The management will pay bonus to all the workmen whose names are given below in the annexure calculated at one-third of the basic wages earned by the workmen during the year 1955, inclusive of acting allowance bnt excluding all other allowances in full and final settlement of their claim for bonus for the year 1955 within a week from today. I pass the award as indicated above. No costs. This award will become enforceable after thirty days of its publication in the Government Gazette.

Ernakulam,
14-11-1956.

V. U. JOSEPH,
Industrial Tribunal.

ANNEXURE (1)

1.	C. A. Varghese, Mechanic,	Burmah-Shell Installation, Ernakulam.
2.	U. K. Peethambaran, Typist,	Do.
3.	C. K. Kamalaksban, Workman,	Do.
4.	A. V. Ramachandran, Workman,	Do.
5.	V. V. Michael, Fitter,	Do.
6.	K. G. Antony, Tinker,	Do.
7.	P. Narayanan, Oiler,	Do.
8.	P. M. Joseph, Machineman,	Do.
9.	C. N. Ravindran, Workman,	Do.
10.	K. C. Xavier, Workman,	Do.
11.	M. M. Alphonse, Fitter,	Do.
12.	K. R. Hebgill, Driver,	Do.
13.	K. M. Mathew, Oiler,	Do.
14.	K. G. Easy, Fitter,	Do.
15.	O. M. Ayyappan, Machineman,	Do.
16.	K. V. Gopalan Nair, Oiler,	Do.
17.	V. T. Paul, Machineman,	Do.
18.	K. J. Joseph, Machinoman,	Do.
19.	M. V. Joseph, Machiueman,	Do.
20.	M. V. Bavachan, Machineman,	Do.
21.	K. V. Mathachan, Machineman,	Do.
22.	K. A. Pappoo, Boilerman,	Do.
23.	C. C. Raphael, Workman,	Do.
24.	T. A. Padmanabhan, Driver,	Do.

25.	M. A. James, Oiler,	Burmah-Shell Installation, Ernakulam.
26.	C. L. Antony, Gauger,	Do.
27.	K. M. Antony, Gauger,	Do.
28.	K. K. Peter, Oiler,	Do.
29.	P. A. Morris, Workman,	Do.
30.	C. N. Vasu, Furnaceman,	Do.
31.	P. J. Lazar, Workman,	Do.
32.	K. J. Varkey, Workman,	Do.
33.	N. C. Mathai, Workman,	Do.
34.	K. C. Joseph, Workman,	Do.
35.	A. Pyloo Joseph, Workman,	Do.
36.	V. T. Joseph, Workman,	Do.
37.	K. A. Sebastian, Fitter,	Do.
38.	N. M. Velama, Sweeper,	Do.
39.	Devassi Velama, Sweeper,	Do.
40.	T. K. Sreedharan, Workman,	Do.
41.	K. C. Paily, Workman,	Do.

ANNEXURE (2)

1.	L. D. Almada, Workman,	Do.
2.	P. H. Poulose, Workman,	Do.
3.	V. P. Kalister, Workman,	Do.
4.	C. A. John, Workman,	Do.
5.	A. V. Joseph, Workman,	Do.
6.	M. A. Francis, Workman,	Do.
7.	A. K. Paramoo, Workman,	Do.
8.	K. V. Davassy, Workman,	Do.
9.	E. O. Joseph, Workman,	Do.
10.	Antony Fernandez, Workman,	Do.
11.	P. Bul Bahadur, Watchman,	Do.
12.	C. C. Ouseph, Workman,	Do.
13.	K. C. Raphael, Workman,	Do.
14.	P. K. Bhaskaran, Workman,	Do.
15.	P. A. Ouso, Workman,	Do.
16.	P. P. Chandy, Workman,	Do.
17.	K. N. Alexander, Workman,	Do.
18.	P. J. George, T. Man,	Do.
19.	P. A. Prabhakaran, Workman,	Do.
20.	M. J. Francis, Workman,	Do.
21.	P. O. Poulose, Workman,	Do.
22.	M. Narayanan Nair, Workman,	Do.
23.	C. T. Manuel, Workman,	Do.
24.	K. P. Alexander, Workman,	Do.
25.	Joseph Dais, Workman,	Do.
26.	O. M. Lazar, Workman,	Do.
27.	Paily Joseph, Workman,	Do.
28.	A. M. Xavier, Workman,	Do.
29.	Joseph Varuva, Workman,	Do.
30.	V. P. Raphael, Workman,	Do.
31.	K. L. John, Workman,	Do.
32.	K. V. Thomas, Workman,	Do.
33.	V. P. Thomas, Workman,	Do.

34.	T. O. Santhiavoo, Workman,	Burmah-Shell Installation, Ernakulam
35.	K. V. Paily, Workman,	Do.
36.	C. S. Joseph, (J), Peon,	Do.
37.	P. V. Viswanathan, Peon,	Do.
38.	K. V. Ikkoran, Workman,	Do.
39.	K. P. Chouro, Workman,	Do.
40.	K. D. Lazar, Workman,	Do.
41.	K. P. Antha, Workman,	Do.

C. 4973.

Labour Department

NOTIFICATION

No. L. Dis. 27655/56/DD. *Dated Trivandrum, 29-11-1956.*

The award of the Industrial Tribunal, Trivandrum in respect of the dispute between Messrs. The Manager of Hailey Burla Estate, Fairfield P.O., Peermade and their workmen represented by the Highland Plantation Labour Union, Elappara, Peermade received by Government on 20-11-1956 is hereby published under Section 17 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

By order of the Governor,
GEORGE THOMAS,
Industries and Labour Secretary.

BEFORE
SRI K. PURUSHOTHAMAN NAIR, B.A., B.L.,

Industrial Tribunal, Trivandrum.

INDUSTRIAL DISPUTE No. 149 OF 1955.

Between

THE MANAGER OF HAILEY BURLA ESTATE, FAIRFIELD P.O., PEERMADE

and

THE WORKMEN OF THE ABOVE ESTATE

Represented by

THE HIGHLAND PLANTATION LABOUR UNION, ELAPPARA, PEERMADE.

Representations :

1. Sri T. V. Yegnesivaran, Member of the Executive Committee of the Central Travancore Planters' Association, Vandiperiyar for the Management.
2. Sri Prakulam Bhasi, President of the Highland Plantation Labour Union, Elappara, Peermade for the workmen.

AWARD

Government of Travancore-Cochin have by Order No. L4-12055/55/DD dated 14-11-1955 referred to this Tribunal for adjudication the industrial dispute between the Manager of Hailey Burla Estate, Fairfield P.O., Peermade, and the workmen of the above said Estate and the issues involved in the dispute are the following:—

1. Whether the discharge of the workers mentioned in Annexure I is justifiable.
2. To what relief are they entitled to :
   (i) if the discharge is justifiable.
   (ii) if the discharge is not justifiable.

3. Whether the transfer of the workers mentioned in Annexure 1 is justifiable, if not to what relief are they entitled.

4. Whether the recruitment of fresh workers overlooking the claims of the workers already attached to the estate is justifiable.

Annexure 1.

List of workers discharged.

1 Kutty Chellappan
2 Lakshmi
3 Sankaran
4 Thankappazham
5 Mariyal
6 Poochan
7 Vethuryyan
8 Mariyamma
9 Santhiral
10 Ramaswami
11 Pakyam
12 Perumal
13 Govindan
14 Arerna
15 Paripoorinam
16 Krishnaradirn
17 Chinnanadachi
18 Kiylasam
19 Chellayya
20 Draviyam
21 Chellakannu
22 Rajarathinam
23 Amarthakani
24 Mailramma
25 Chellachi
26 Mahamayi
27 Ponnamma
28 Alphonsu
29 Aliyamma
30 Maramswami
31 Pachiyatha
32 Nallathi
33 Chendhurpandi
34 Chellayya
35 Mangalam
36 Pachiyatha
37 Muniyamma
38 Rakkamma
39 Bagiyam
40 Annamma
41 Valliyamma
42 Singharaja
43 Valliramma
44 Swarnam
45 Sikama
46 Lakshmi
47 Sathiyanathan
48 Aroghiyam
49 Manimuthu
50 Chirenlyappan
51 Charman
52 Mariyammi
53 Thalaku
54 Krishnam
55 Ayyanar
56 Ramakrishnan
57 Thankayya Thavar Kangani
58 Muthayya Kangahani
59 Ponnuswami Kangani
60 Rajamma
61 Chetturpandi
62 Easayya
63 Chinnakaruppan
64 Karuppan
65 Ponnuswami
66 Chellayyan
67 Shanmukayya
68 Palthurai
69 Chinnaponnayyan
70 Sadurai
71 Chellayya
72 Karuppi
73 Manipandi
74 Pakiyanadar
75 Narayana Pilla
76 Sundaram Ammal
77 Thankavelu
78 Gurusamy
79 Sankkayya
80 Pazhanithanu (Thankayya Thevar)
81 Dasan (Muthayya Kangani)
82 Thankayya (Veerannan Kangani)
83 Ayyan Perumal (Ramayya Kangani)
84 Tharasamma, C/o. Dasan
85 Mariyaselvam C/o. Arunnanayakam
86 Karuppal C/o. Muthayya
87 Jhanamma C/o. Muthayya
88 Vadivu C/o. Subbayya
89 Veeramma C/o. Mariyappan
90 Rathinam C/o. Chinnayyan

91 Muniyamma C/o. Gabriyal
92 Rathinam C/o. Kalimuthu
93 Veeramma C/o. Muokandi
94 Kanniyamma C/o. Alagayya
95 Shanmukathai C/o. Vellappandi
96 Gracey C/o. Perumal
97 Jayamony C/o. Perumal
98 Pushpam C/o. Perumal
99 Bakamma C/o. Poochan
100 Muthamma
101 Annammuthu C/o. Lakshimi
102 Muppidathi C/o. Sundara Raj
103 Alekammuthu C/o. Nadan
104 Chidabaravadivu
105 Karuppal
106 Valliyamma
107 Muthuamma
108 Mariyaselvam
109 Michelamma
110 Picha
111 Muthayyan
112 Karuppayya
113 Palaniyyappan
114 Chellayya
115 Vallyamma
116 Yesuradiyan Kangani
117 Perumal
118 Puthiyamuthu
119 Chellayya
120 Dwaraswami
121 Thankaswami
122 Arogiyam
123 Unnoonni
124 Samuel
125 Arumenoyakam
126 Kochappy
127 Shivanu
128 Ramayya
129 Krishnan
130 Ramaswami
131 Chinnamuthu
132 Muthayyathevar
133 Nadar
134 Maliyappan
135 Muthayya
136 Kallamma
137 Daniel
138 Thirumal
139 Vellaswami Thevar
140 Ambayya
141 Anthi
142 Kottaswami
143 Mayandi
144 Karuppan
145 Nadarkutty
146 Kunjan Nadar
147 Raman
148 Thankathai
149 Nallalingam
150 Pechimuthu
151 Nirakuthuthan
152 Amaravathi
153 Suppayya
154 Muthupachi
155 Karuppan
156 Gomathi
157 Dwaraswami
158 Shanmugam
159 Palaniyachi
160 Pakiyam
161 Chinnappayyan
162 Poochi
163 Mariyanthoni
164 Velammal
165 Mala
166 Bagavathi
167 Thankamuthu
168 Jhanamma
169 Mariyamma
170 Ramaswami
171 Poomala
172 Krishnamma
173 Madaswami
174 Muthamma
175 Mayakrishnan
176 Shanmukom
177 Kasthuyamma
178 Karuppan
179 Kasi
180 Vellachami
181 Anthoniamma
182 Ennashiyamma
183 Kanikam
184 Naskhathram
185 Santhiyaku
186 Sarayimuthu
187 Chellakanun
188 Swarnam
189 Pakiyanadar
190 Poyyamma
191 Dannthodi
192 Gomathi
193 Chellayyan
194 Kanthi
195 Guruswami
196 Nayamma

197 Lakshmanan
198 Krishnamma
199 Vadiru
100 Pechi
101 Rakkamma
202 Singaraj
103 Muthayyan
204 Krishnan
205 Ayyanaru
206 Veerabndran
107 Paramasivan
108 Udayar
109 Muthamma
110 Wargeevi
111 Palaniyandi
112 Chokalingam
113 Ayyappan
114 Kalimuthu
215 Vadival
216 Perumal
217 Chadayam
118 Perumal
119 Mariyamma
110 Kalliyappan
211 Puthiyavan
221 Perumal
213 Mariyadasan
114 Ramswami
115 Chinnan
116 Nadan
117 Villiam
128 Veeraperumal
219 Naskhatram
130 Mariyappan
131 Veerammal
132 Kuruvan
133 Perumal
234 Jayaperumal
235 Ramathal
136 Savariyamma
137 Pyloo
138 Suyambu
239 Nadachi
240 Chellanadar
241 Ambayyan
142 Ambrose
143 Kannamma
244 Neshyyan
245 Annamma
146 Kochipilla
147 Souriyar
148 Ghudala
149 Kochali
250 Papoo
151 Lakshmanan
152 Shanmukam
153 Lakshmanan
154 Mudiyappan
255 Baghiyam
156 Achuthan
257 Tharasammar
258 Mariyaselvan
259 Lakshmanan
260 Rajarathinam

Annexure II

List of workers transferred.

1	Chidabaram	31
2	Susamari	1
3	Cheenathel	2
4	Karupaenami	3
5	Annathai	4
6	Chinnamma	7
7	Cheenne	9
8	Thirumala Achi	10
9	Muthathal	14
10	Irruly	15
11	Chellayya	16
11	Chellamma	27
13	Chinnachammy	33
14	Leskhmi	34
15	Alabaiya	35
16	Pandarathi	36
17	Uppachi	41
18	Ramaswami	47
19	Thurairaj	37
10	Ramathal	135
11	Janaraj	547
22	Arunajalam	141
13	Vilakathal	143
14	Sankarathal	245
15	Periyathai	246
26	Chellathai	147
27	Iyyanar	149
18	Chellayya	139
19	Kottathai	260
30	Chellamma	164
31	Cheeniyamma	265
32	Vellathurai	271
33	Chelvam	279
34	Valli	180
35	Luth	191
36	Mayyakan	305
37	Muthupechi	107
38	Alakaraswami	108

39	Mariyamma	310
40	Maruthayya	317
41	Vellathurai	318
42	Muthathal	316
43	Sankuvayya	327
44	Vallapandi	311
45	Swarnam	314
46	Veeraputhran	329
47	Kannimariya	771
48	Pappal	367
49	Nallamma	30
50	Thankamma	109
51	Baghavathi	140
52	Chellayya	141
53	Kandaswami	141
54	Laskhmi	166
55	Arumugham	173
56	Vellayamma	177
57	Chellathai	171
58	Ponnayya	176
59	Gracey	771
60	Davaraj	111
61	Chellanadi	398
62	Muthayya	439
63	Rajayya	447
64	Joseph	441
65	Allyamma	447
66	Jayatha	747
67	Annamma	447
68	Shanmukavadivu	497
69	Ganapathi	504
70	Kannimariya	505
71	Ramai	507
72	Muniyamma	508
73	Kamaskhi	519
74	Malayappan	527
75	Muthumala	550
76	Chellamma	773
77	Ramasundaram	583
78	Valli	1
79	Chellayya	3
80	Nallathambi	..
81	Seethia	..
82	Chollappan	..
83	Cheullamadan	..
84	Chellamma	24
85	Vallayya	..
86	Shanmuthu	749
87	Yagappan	510
88	Cheeniyamma	346
89	Chembulingam	13
90	Kashi	161
91	Palamma	187
92	Yaganmma	318
93	Karuppayya	362
94	Annakodi	364
95	Panchavarnam	387
96	Pallamma	51
97	Muppidathi	72
98	Muthuswami	154
99	Marilamani	155
100	Karuppai	156
101	Velayudhaprumal	191
102	Arumugam	191
103	Parvathi	422
104	Karupamma	413
105	Pechi	133
106	Krishnaswami	767
107	Palaveshamuthu	166
108	Lexmanan	175
109	Nambinadan	641
110	Karuppachami	301
111	Ramayya	302
112	Yesudasan	74
113	Nakshathram	77
114	Thankamma	76
115	Thayyapazham	1
116	Perumal	20
117	Azhakamma	177
118	Muniyamma	161
119	Chinnathai	183
120	Yesudiyan	40
121	Nadar tharirupurai	..
122	Popalli	41
123	Radhamani	17
124	Job	10
125	Inbamuthu	11
126	Kannimariya	72
127	Janaki	17
128	Iyyathurai	70
129	Piriamani	60
130	Thankammani	61
131	Yerodian	10
132	Krishnan	81
133	Thayyamma	85
134	Kamalaskhi	91
135	Thathi	100
136	Annamma	111
137	Madaswami	148
138	Vellayamma	149
139	Kanakamani	160
140	Suppayya	170
141	Vellaswami	171
142	Swarnam	172
143	Amartham	190
144	Annapakiyam	193

143	Vellachammi	224	163	Chinnamma	5
146	Gomathi	176	164	Chellayya	11
147	Sooran	297	165	Sanili	8
148	Mandiri thayila pari	64	166	Pazhaniamma	9
149	Matha	337	167	Mahalingam	25
150	Parvathi	389	168	Matha	26
151	Vellayamma	391	169	Theppae	4
152	Thaivanal	391	170	Amartham	5
153	Thackappa	393	171	Govindaraj	6
154	Aseervadam	418	172	Nagamma	7
155	Janaseloom	419	173	Muthuswami	4
156	Pazaniamma	472	174	Arumaeayakani	4
157	Arnapakiyam	433	175	Aseervadam	17
158	Chinnaswami	543	176	Poopillai	18
159	Pushpam	541	177	Sivalieganddar	..
160	Udayal	337	178	Veeranan	..
161	Mariyasilvam	194	179	Ponnaya	538
161	Iallasaei	6	180	Kelanthaval	353

2. In pursuance of summons issued, the parties entered appearance and on 4-1-1956 the Union filed written Statement and also a petition for interim relief on behalf of the workmen mentioned in Annexure I above. Subsequently a few days later another interim relief application on behalf of the workmen mentioned in Annexure II above was also put in by the Union. It appears from the records that from the order granting interim relief on the second application the Management preferred an appeal and the Labour Appellate Tribunal remanded the case for decision on merits *denovo*. After remand the Management filed their reply statement and also objections to the interim relief applications and to facilitate expeditious disposal the main dispute and the interim matter were posted for evidence at Peermade near the scene of the dispute. 164 workers out of the 180 mentioned in Annexure II had in the meantime filed a complaint under Section 33(A) of the Act on the ground that the Management had denied employment to them from 4-11-1955 and this complaint was registered as I. D. No. 51 of 1956 and tried along with the main dispute. After a good lot of the witnesses on the Union side were examined in the main dispute and Section 33(A) complaint, the parties expressed a desire to settle all disputes amicably and on their joint prayer the cases were posted to 5-11-1956 in Trivandrum for filing compromise petitions. On 5-11-1956 a joint petition signed by the President and Secretary on behalf of the Union and the Manager, Superintendent and a member of the executive committee on behalf of the Management incorporating the terms of settlement they have arrived at, was filed in I. D. 199 of 1955 and an application signed by the President and Secretary of the Union to strike the dispute off its file was also put in, in I. D. 32 of 1956. The superintendent of the Estate and the President of the Union were examined on these petitions and the compromise petition proved and marked. The terms of the settlement are as under :—

"1. In a conference held on the 20th October 1956 between Messrs. N. Sreekantan Nair, M.P., Prakulam Bhasi and T. K. Divakaran representing the workmen and Messrs. K. N. Sankunni Pillai, K. N. V. Ayyar and T. V. Yegneswaran representing the Employer, it was wholeheartedly agreed to mutually forget and forgive all that has happed in Haileyburia Estate up to now and to turn a new leaf with the promise of goodwill, co-operation and sympathy on either side and with a determination to strive together for the betterment and peaceful working of the Industry in general without any acrimony whatever on

either side. On the basis of these it was agreed to reappoint forth with all the workmen involved in this dispute who are available for work on the 7th November 1956, subject to the following terms :—

(1) Those in the list 'A' appended to the Management's written statement described as "old and infirm", the Manager and the Union President Sri. Prakulam Bhasi will re-examine their case on the Estate and arrive at suitable arrangements.

(2) Those employees who are accused in the murder and dacoity cases PE.8 & PE. 10 of 1955. On the file of the First-class Magistrate, Peermade, irrespective of the category to which they belong, are not to be reinstated at all.

(3) Subject to term No. 2 supra, all cases of overstayals of leave except those who settled their accounts and those who are accused in P.E. 8 in list 'B' of the Management's written statement are to be re-employed on application to excuse delay ,but with a warning.

(4) One of the 20 'Supervisory' workers in list 'C' of the Management's written statement, except those that are covered by term No. (2) and those that are old and inefficient in the opinion of the Management and those that have settled their accounts, are to be re-employed. If they do not carry out their supervisory work properly and satisfactorily or misbehave, they will revert as workers as per agreement of 25th March 1955.

(5) Those workmen in the list 'D' and described as "settled on application" and not covered by any of the prior terms, are to be re-employed on their withdrawal of the application for settlement on applying afresh for enlistment.

(6) Such of those workers who have left receiving all their dues on settlement of accounts are not to be re-employed as a result of this agreement.

(7) Out of the eighty-eight workers styled as casual workers and brought under the substituted list 'G' filed on 3-8-1956, 39 workers whose list is appended hereto, are to be employed as casual workers for three months from 7-11-1956. Thereafter they will be discharged. In case of necessity for taking in additional workers in the Estate, these 39 workers will be given preference and recruited as casual workers.

(8) The Union accepts the Management's right to transfer the workers generally to Estates under the same Management. And the Management agrees to cancel the orders of transfer already passed after warning the workers for their misconduct in disobeying the said order and for rearing sheep and pigs on the Estate against the prohibitory order of the Management.

(9) Those workers under list 'F' against whom disciplinary action was taken by the Management for taking part in riot, dacoity and murder which took place on the Estate on 3-5-1955, are hereby warned. The Management agrees to re-employ them on the Union's assurance of good behaviour and work of these workers.

(10) All disciplinary actions taken by the management under the Standing Orders and the four sets of petition under Section 33 of the Industrial Disputes Act of 1947 excluding the one mentioned in para 14 infra.

(11) The Union withdraws its complaint under Section 33 (A) of the Industrial Disputes Act of 1947 and which is numbered as Industrial Dispute No. 52 of 1956 and pending enquiry. A separate petition to that effect is being filed today in that dispute.

(12) Both sides agree to suffer their respective costs and other expenses incurred so far and waive their respective claims for all reliefs other than those specifically agreed to and mentioned supra.

(13) This agreement does not in any way affect or limit the powers of the Management under the Standing Orders or other laws.

(14) The petition under Section 33 of the Industrial Disputes Act for permission to dismiss worker Palavesham is also withdrawn; but, he is given a warning that in case of any future proved misconduct, he will be dismissed.

(15) The period during which the workers that are now employed under this agreement have been out of work will be treated as leave without wages and it will not affect their continuity of service.

(16) The lists 'B', 'C', 'D', 'F' and 'G' mentioned above are appended to this petition.

In view of the above agreement it is prayed that the Honourable Tribunal be pleased to pass an award in terms thereof.

1. Prakolam Bhasi (Sd.)	1. K. N. V. Ayyar, Manager. (Sd.)
2. K. Paruchu Pillai (Sd.)	2. S. Rajan, Superintendent (Sd.)
3. Yrindian Kg.	3. T. V. Yegnesivaran, Member of the Executive Committee, C. T. P. A. (Sd.)

Dated 5th November, 1956.

INDUSTRIAL DISPUTE No. 199 OF 1955.

List 'B' of Management's Written Statement.

II. THOSE THAT LOST THEIR JOB DUE TO OVERSTAYAL OF LEAVE.

Sl. No.	*Annexure No.*	*C. Roll No.*	*Name*
1	193	498	Chellaya of Estate Gang.
2	194	499	Kanry „ „
3	195	6	Guruswami of Verrannan Kg.
4	196	1	Thayamma of Ramaya Kg.
5	197	3	Lakshmanan of Estate Gang.
6	198	4	Krishnamma „
7	124	1	Samuel Kangany.
8	115	167	Valliyamma of Estate Gang.

Total Number 8.

Dated 29th June 1956.

INDUSTRIAL DISPUTE No. 199 OF 1955.

List 'C' of Management's Written Statement.

III. SUPERVISORY KANGANIES—NOT WORKMEN.

Sl. No.	*Annexure No.*	*C. Roll No.*	*Name*	
1	145	10	Nadankutty of Estate Gang.	
2	140	66	Ambiah „	
3	122	71	Arorkiom „	
4	125	152	Arumanayakom „	
5	144	184	Karuppan „	(Settled as Kangany and working as a worker.)

6	138	334	Thirumal of Estate Gang		
7	137	336	Daniel	,,	
8	139	336	Vellasamy	,,	
9	233	491	Nadan		(Settled as Kangany and working as a Worker)
10	113	116	Oonnoonny	,,	
11	134	75	Kaliyappan	,,	
12	135	378	Muthayyan	,,	
13	117	415	Perumal	,,	
14	141	159	Kottasamy	,,	
15	143	304	Mayandy	,,	
16	130	561	Ramasamy	,,	
17	119	551	Krishnan	,,	
18	110	1	Dorasamy	,,	
19	121	474	Thankasamy	,,	(Passed away)
20	116		Yesudasan Kg. (Settled a/c on application)		
21	127		Sivan Kg. (Received payment in Settlement long ago)		
22	131		Sinnamuthu Kg.	,,	
23	118		Raula Kg. (Settled on application)		
24	118		Puthiyamuthu Kg.	do.	
25	144		Athey Kg. (is in debt to estate for a considerable amount)		

Total Number 25	
Died	1
Settled	6
In indebtedness	1
Balance	17

Dated 29th June 1956.

INDUSTRIAL DISPUTE No. 199 OF 1955.

List 'D' of the Management's Written Statement.

Settled as per application.

Sl. No.	*Annexure No.*	*C. Roll No.*	*Name*	
		409	Pitchaie of Estate Gang.	
1	110	130	Muthaya	,,
2	111	303	Karuppaya	,,
3	111	161	Palaniappan	,,
4	113	195	Madasami	,,
5	173	396	Muthamma	,,
6	174	548	Shanmugom	,,
7	176	549	Kassiamma	,,
8	177	333	Karuppan	,,
9	178	101	Kasey	,,
10	179	411	Vellaswami	,,
11	180	412	Anthonyamma	,,
12	181	407	Insaniamma	,,
13	182	408	Manickam	,,
14	183			

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Sl. No.	Annexure No.	C. Roll No.	Name
15	184	288	Natchathirom of Estate Gang
16	185	406	Santhiavoo ,,
17	186	351	Sirariappan ,,
18	187	201	Chellakkan ,,
19	188	205	Sornam (Received payment in settlement)
20	189	Factory	Packianadar of Estate Gang.
21	114	,,	II Chellaya ,,
22	190	203	Peyamma ,,
23	191	231	Thanukody ,,
24	193	132	II Gomathy ,,
25	119	530	Chellaya (Received payment)
26	175	176	Mayakrishnan

Total number.. 26

Dated 29th June 1956.

INDUSTRIAL DISPUTE No. 199 OF 1955.

List 'F' of Management's Written Statement.

Suspended workers pending sanction for dismissal in connection with riot and murder cases.

Sl. No.	Annexure No.	C. Roll No.	Name
1	1	30	Kutty Chellappan
2	2	31	Lekshmi
3	3	15	Sankaran
4	4	28	Thirukapalam
5	5	6	Mariamma
6	6	34	Poochan
7	7	18	Velappan
8	8	5	Mariamma
9	9	11	Santhiaveloo
10	10	15	Ramasamy
11	12	40	Packiam
12	11	19	Perumal
13	13	20	Govindan
14	14	8	Abeena
15	15	14	Paripoornam
16	16	16	Krishnavadivoo
17	17	27	S. Nadachi
18	18	28	Kailasam
19	19	29	Chellayya
20	20	31	Thervinm
21	21	202	Chellakon. Account settled but not received payment.
22	22	67	Rajarethinam
23	23	68	Amirthakani
24	24	70	Mariamma
25	25	98	Nadachy
26	26	363	Mahamaie
27	27	186	Ponnamma
28	28	137	Alphonsa

Sl. No.	Annexure No.	C. Roll No.	Name
29	..	234	Patacheyathal (Not in the Annexure)
30	19	217	Aiyamma
31	30	295	Madasamy (Account settled as per application) ..
32	31	513	Peathyathal
33	32	515	Nallathaie
34	33	316	Santhurpandy, Settled & left
35	34	187	Chellayyan. Settled & left
36	35	513	Mangalam
37	36	330	Peachayathal
38	37	519	Munyamma
39	38	410	Raccamma
40	39	416	Packium
41	40	417	Annamma
42	41	448	Vallyamma
43	42	462	Singaraj
44	43	199	Vallyamma. Died.
45	44	446	Sornam
46	45	465	Sigamony
47	46	195	Lekshmi
48	47	189	Sathiandhen. Settled & left
49	48	356	Arockium
50	49	571	Monimuthu
51	50	572	Seeniappan
52	51	375	Serman
53	52	376	Marjamma
54	53	338	Thalak
55	54	424	Krishnan
56	55	454	Iyyanar
57	56	451	Ramakrishnan
58	57	..	Thankayathevar
59	58	..	Muthayya Kg.
60	59	..	Ponnusamy Kg.
61	60	158	Rajamma
61	61	292	Senthurpandy
63	71	..	Karuppy. Factory Cooly
64	73	..	Monypandy do.
65	74	..	Packianadan do. Settled as per application .. but not received payment
66	75	..	Narayana Pillai, Factory Cooly.
67	76	..	Sundiramma
68	80	6	Palanisamy
69	..	549	Kasiamma. Not in the Annexure.
70	64	...	Karuppan, No such name in Checkroll.

.. Total Number suspended—69

Dated 29th June 1956.

INDUSTRIAL DISPUTE No. 195 OF 1955

List 'G'

Casual Workers:—work stopped as per agreement with H. P. L. Union.

Sl. No.	*Annexure No.*	*C. Roll No.*	*Names*
1	203	1	Muthayya
2	207	6	William
3	151	8	Shanmugham
4	201	11	Singaraj
5	84	12	Thressamma
6	205	13	Iyyanar
7	85	15	Madaselvam
8	222	19	I. Perumal
9	117	20	Chandayan
10	91	11	Muniamma
11	103	13	Alagamuthu
12	216	15	Nadan
13	107	27	Muthammi
14	94	30	Kanniamma
15	100	31	II. Muthamma
16	95	32	Shanmugathaie
17	99	34	Raccamma
18	105	42	Karuppaie
19	200	46	Patchey
20	206	47	Veeraputhran
21	210	48	Sangeevy
22	211	51	Palanyandy
23	212	51	Chocklingam
24	87	53	Gnanammi
25	107	54	Paramasivan
26	216	56	Perumal
27	213	60	Iyyappan
28	239	62	Nadachy
29	219	64	Mirtamma
30	104	65	Chithamparavadivoo
31	214	67	Kalymuthu
32	106	68	Vallyamma
33	109	No number	Muthammal III
34	224	do.	Ramasamy
35	233	do.	Perumal
36	235	do.	Ramathal
37	236	do.	Savariamma
38	248	do.	Chnilalai
39	223	do.	Mirtadazan

Dated 5th November, 1956.

1 Prakulam Bhasi (Sd.)
2 K. Patchu Pillai (Sd.)
3 Yesudian Kg.

1 K. N. V. Ayyar, Manager (Sd.)
2 S. Rajan, Superintendent, (Sd.)
3 T. V. Yegneswaran, Member of the Executive Committee, C. T. P. A. (Sd.)

The object in arriving at a settlement agreeable to both sides is set forth in the opening paragraph of the agreement. I need not comment on it for it speaks for itself especially, as it is voiced by persons occupying highly responsible positions in life. I need not also impress upon anybody that a super-imposed decision can never be so wholesome or sublime as a voluntary agreement and it goes without saying that industrial peace demands that sanctity should be attached to agreements freely arrived at by the parties. I am happy to note that the terms are fair and proper and best suited to the peaceful working of the industry. I accept the terms adumbrated in the agreement and pass this award accordingly.

Trivandrum,
11th November 1956.

K. PURUSHOTHAMAN NAIR,
Industrial Tribunal.

Gazette No. 5 dated 4th December 1956.
PART I

Labour Department

NOTIFICATION

No. L. Dis. 27656/56/DD.

Dated, Trivandrum, 29th November 1956.

The award of the Industrial Tribunal, Trivandrum in respect of the dispute between the Manager of Hailey Buria Estate, Fairfield P. O., Peermade and Sri Sithamparam of Sivalinga Nadan Kg. and 163 workers of the above Estate represented by the President of the Highland Plantation Labour Union, Peermade, received by Government on 19-11-56 is hereby published under Section 17 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

By order of the Governor,

GEORGE THOMAS,
Industries and Labour Secretary.

Before

SRI K. PURUSHOTHAMAN NAIR, B. A., B. L.,
Industrial Tribunal, Trivandrum

INDUSTRIAL DISPUTE No. 52 OF 1956

Between

The Manager of Hailey Buria Estate, Fairfield P. O., Peermade

and

Sri Sithamparam of Sivainganadan Kg. and 163 workers of the Hailey Buria Estate, represented by Sri Prakulam Bhas[illegible] President of the Highland Plantation Labour Unior Peermade

Representations:—

(1) Sri T. V. [illegible]aran, Member of the Executive Committe[e] [illegible]Central Travancore Planters' Association [illegible]var for the Management.

(2) Sri Pr[illegible]d, President of the Highland Plantation [illegible]on, Elappara, Peermade for the work[illegible]

G. 4074.

AWARD

This is a complaint filed by one Sri Sithamparam and 163 others, all workmen of the Hailey Buria Estate, Peermade under Section 33A of the Industrial Disputes Act, 1947. The workmen are all members of the Highland Plantations Labour Union, Peermade and the complaint is preferred against the Management of the Estate on the ground of denial of employment to them from 24-12-1955. It is alleged that while an industrial dispute (I. D. No. 199 of 1955) between them and the Management, was pending adjudication, the latter, without the permission of this Tribunal, altered to their prejudice their condition of service by unlawfully refusing them employment from the above said date. Government have by Order L4-12055|55|DD, dated 14-11-55 referred to this Tribunal for adjudication an industrial dispute between the same parties and other workmen and one of the issues referred is in regard to the justifiability or otherwise of the transfer of the complainants and 16 other workmen. The said reference was registered as I. D. 199 of 1955 and this complaint as I. D. 52 of 1956, and since the matters involved were connected, both the disputes were being tried simultaneously. Some evidence was collected in both the cases and when the cases were posted for further evidence the parties settled all outstanding disputes amicably and filed a compromise petition in I. D. 199|55 and another petition signed by the President of the Union to strike off this case from the file. According to the terms of the compromise all the complainants are to be reinstated. Hence the prayer to strike off this case is but proper and in allowing the prayer I find that there is no subsisting dispute between the parties. Awarded accordingly.

Trivandrum,
19-11-1956.

K. Purushothaman Nair,
Industrial Tribunal.

Gazette No. 5 dated 4th December 1956.

PART I

Labour Department

NOTIFICATION

No. L. Dis. 28298|56|DD.

Dated Trivandrum, 28th November 1956.

The award of the Industrial Tribunal, Alleppey in respect of the dispute between Sri P. Gopala Iyer, Proprietor, Krishna Motor Service, Alleppey and their workmen represented by the All Travancore Motor and Mechanical Workers' Congress, Shertallai received by Government on 22nd November 1956 is hereby published under Section 17 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

By order of the Governor,
GEORGE THOMAS,
Industries and Labour Secretary.

BEFORE THE INDUSTRIAL TRIBUNAL, ALLEPPEY

Present:

SRI K. SHAHUL HAMEED

In

INDUSTRIAL DISPUTE NO. 12 OF 1956

between

SRI P. GOPALA IYER,

Proprietor, Krishna Motor Service, Alleppey

and

THE WORKMEN

of the above said Motor Service represented by the All Travancore Motor & Mechanical Workers' Congress, Sherthalai.

Representation:—

Sri P. Gopala Iyer, Proprietor, Krishna Motor Service, represented by Sri M. C. Varghese, Advocate, Alleppey— *For Employer*

Sri K. M. Kamaluddien, General Secretary, The All Travancore Motor and Mechanical Workers' Congress, Sherthalai— *For Employees.*

Represented by

Sri N. N. Elayathu (Ambalapuzha), Advocate, Alleppey.

AWARD.

1. By Government Order 12-9365|DD, dated 20-5-1955, this Industrial Dispute between Sri P. Gopala Iyer, Proprietor,

G. 4059

Krishna Motor Service, Alleppey (here-in-under called the Employer) and the workmen of the above said Motor Service represented by the All Travancore Motor and Mechanical Workers' Congress (here-in-after referred to as the Union) was referred to the Industrial Tribunal, Trivandrum for adjudication and it was pending disposal there as I.D.No.91|55. Subseqnently Government by Order No. L. Dis. 9365|55|DD. dated 16-4-56 referred the self-same dispnte to this Tribnnal for purposes of adjudication. As mentioned in the annexure to the order of reference I am called npon to adjudicate the following issues:—

(i) Whether the discharge of driver Sri N. Chellappan Pillai is justifiable?

(ii) To what reliefs is he entitled if,

(a) the discharge is justifiable? and
(b) the discharge is not justifiable?

2. On receipt of the order of reference I took cognisance of it as I. D. No. 12 of 1956 and issued summons for parties on 18-4-56. Both parties entered appearance on 3-5-56. On 17-5-56 both the Employer and the Union filed a joint statement agreeing to continue the dispute before me from the stage where it was left at the former Tribunal. The Union had filed their claim statement on 15-7-55. The Employer had filed his counterstatement on 21-7-55. The Union had filed their replication on 2-8-55 to which the Employer filed a rejoinder on 24-8-56. The Union had examined three witnesses WW1 to WW3 and marked Exts. I to IV. The Employer had examined five witnesses EW1 to EW5 and marked Exts. A to G.

3. The claim-statement of the Union is laconic. It ran in these lines. Driver N. Chellappan Pillai was dismissed from service on 15-2-55 without proper reason and so it is prayed that an award be passed holding that his discharge is illegal and that he should be re-instated with arrears of pay, from 1-2-55 up to the date of re-instatement and batta from 16-2-55 at the rate of Re. 1 and from 6-4-55 at the rate of Rs. 2 per day with costs. The contentions of the Employer as set forth in his counter are clearer. His case in brief is this. Sri N. Chellappan Pillai was not a permanent workman nnder him. He was purely a casual or temporary worker specifically engaged for a specific period and for a specific work, conseqnent upon the strong recommendations from some respectable persons in the locality. He was given work for 3 days in June, 4 days in July, 7 days in September, 5 days in October and 9 days in November 1954. He was appointed as a temporary driver in the vacancy cansed by the suspension of a permanent driver Sri Enos. He was discharged from work on 8-2-55, when Enos rejoined duty. Again he was allowed to act in the leave vacancy of another driver for two or three days more. During the same period of his service under the Employer he was also temporarily employed in one or two other motor companies of the place. His services were really superfluous to the Employer in so far as there were already five drivers and six

conductors—of whome 2 were competent drivers also—to man his four buses. Since the enforcement of the Minimum Wages Act in this industry on 6-12-54 the Employer was financially unable to give work to temporary workmen. The allegation that N. Chellappan Pillai was dismissed from service without any reason is denied. The Employer has the right under law to refuse work to casual or temporary workmen at his discretion. The back arrears of pay for 15 days in February 1955 was offered to Sri N. Chellappan Pillai but it was refused. N. Chellappan Pillai is not entitled to any batta. For these and other grounds Chellappan Pillai is not entitled to be reinstated. The Union in their replication traverses the contentions of the Employer. For the first time in the proceedings of this case they give in it some details with regard to the terms of employment and conditions of service of N. Chellappan Pillai. The assertion by the Employer that N. Chellappan Pillai was appointed as a casual worker on the recommendation of respectable persons of the locality is denied. They repudiate that Chellappan Pillai was appointed in the leave vacancy caused by the suspension of Enos. They affirm that he was appointed as a permanent driver long before that date. They add further that he was appointed in the vacancy caused by the death of driver V. C. Chandy. According to them Chellappan Pillai was continuing in service even after 8-2-55 when Enos rejoined. It was on 15-2-55 when Chellappan Pillai was engaged in work that his services were all on a sudden terminated, and one Thangappan Pillai was newly appointed. They urge that the Employer would require the services of at least eight drivers. The contention that Chellappan Pillai's services were superfluous is wholly devoid of truth. The batta claimed for him is fair and reasonable. On these grounds it is submitted that the discharge of Chellappan Pillai is illegal and that on principles of social justice he is entitled to all the reliefs sought for. The Employer in his rejoinder specifically controverts the assertion by the Union that Chellappan Pillai was appointed in the vacancy caused by the death of V. C. Chandy. This V. C. Chandy himself had never been a permanent worker in the services of the Employer. Sri V. C. Chandy was employed as a casual worker as per the decision of the Conciliation Officer with effect from 1-1-1954.

4. The most important point to be considered in this case is whether Chellappan Pillai was a casual worker as contended for by the Employer or whether he was a permanent workman under the Employer as put forward by the Union. I was adverting to the contentions of parties in detail supra for the simple reason that some of the contentions on either side are belied by evidence on record. The fact that Chellappan Pillai was engaged in the services of the Employer from June 1954 up till 15-2-54 is admitted by both sides. They differ only about the number of days that he worked in each month during this period. The Employer would say that he worked as a driver for 3 days in June, 5 days in July, 7 days in September, 5 days in October and 9 days in November 1954. He relies

on Exts. B, C and D (Series) to prove this. These Exts. are the trip sheets for the corresponding days when Chellappan Pillai operated the buses in the Alleppey-Punnappra route. The Union has no documentary evidence on this point. There is only the bald statement of Chellappan Pillai as WW1 to the effect that he had worked for seven days in July 1954. Mr. N. N. Elayathu the learned Advocate appearing for the Union submitted that Exts. B. C. D. (Series) are not conclusive. The matter could have been conclusively proved if the Employer had produced all the tripsheets for the relevant period. The omission on their part to do the same must lead to an adverse inference. I must say that this argument is not entirely without any force. Be that as it may, there is clinching evidence as to the number of days Chellappan Pillai worked from November 1954 till the date of discharge. EW1 is Sri P. A. Enos. He admits that he was suspended for violation of traffic rules for a period of three months with effect from 7-11-54 and swears that Sri N. Chellappan Pillai was appointed in his place. But EW5 the Employer would swear that after nine days in November Chellappan Pillai was discharged on 15-11-54. No plausible explanation is offered by the Employer for this discharge. He further swears that Chellappan Pillai was again appointed in the self-same vacancy of Enos on 15-12-55 and that he continued so till 7-2-55 when Enos rejoined. EW3 Sri Thankappan swears that he had applied for one month's sick leave on 31-1-55. Ext. G is his leave application. It is admitted by the Employer that Thankappan was on leave from 1-2-55 up till 28-2-55 and that Chellappan Pillai was drafted to the vacancy of Thankappan from 8-2-55 onwards. While so, his services were all on a sudden terminated on 15-2-55. No convincing reason is forthcoming from the Employer why he cut short the services of Chellappan Pillai on 15-2-55, when the vacancy in which he was acting would continue till 28-2-55. Thus according to the Employer himself Chellappan Pillai was working as a driver continuously for 68 days without any break from 15-12-54 right up to 15-2-55. In the face of this circumstance it is idle to contend that the incumbent was only a casual worker. I am aware of the fact that Chellappan Pillai had only short spells of service from June to November 1954, to his credit. The Employer's contention that Chellappan Pillai was appointed on tho recommendation of some respectable persons of the locality is definitely denied by the Union. EW4 is Dr. K. K. Nair B. A., & M. B. and B. S. His respectability is beyond reproach. Ext. A is a letter he has written to the Labour Officer, Alleppey during the concillation stage of this dispute. The letter was written at the instance of the Employer. Dr. K. K. Nair admits in Ext. A that he had recommended Chellappan Pillai to Sri P. Gopala Iyer for giving him a driver's place. The wording in Ext. A relevant for purposes of this enquiry is a request to give him a driver's post at least temporarily, whenever a vacancy arose (sic). It is quite common that influential persons like Dr. K. K. Nair are compelled to make such

recommendations. But in Ext. A there is nothing to show that it was for a temporary worker's place that Chellappan Pillai was recommended. The request was to give him a driver's place. The words "at least temporarily whenever a vacancy arose" are significant and would speak for themselves. The contention of the Union that Chellappan Pillai was not appointed on the recommendation of anybody is thus disproved. Mr. M. C. Varghese the learned Advocate appearing for the Employer submitted that Ext. III would prove that this Chellappan Pillai was not in the permanent service of the Employer in the month of February 1955. Ext. III is an agreement executed by the Employer on 11-2-55 in favour of the Coastal Motor Service, Alleppey. By this agreement the Employer cedes to the abovesaid service his buses with the staff with a view to pooling their resources. The Employer had forwarded a copy of this agreement to the Union for information. Ext. III is produced by the Union itself. It contains the names of the drivers and conductors transferred as per the conditions in Ext. III. Chellappan Pillai's name is conspicuously absent in it. Mr. M. C. Varghese contends that if Chellappan Pillai was a permanent workman as contended for by the Union his name would certainly have been included in Ext. III and that on the other hand the omission would show that he was only a temporary worker. Mr. N. N. Elayathu argued that Ext. III is not conclusive. It only shows the names of conductors and drivers whose services the employer wanted to cede to the executees of Ext. III. Moreover he added that Ext. III is not exhaustive also. Even according to the Employer in February 1955 one Thanappan Pillai was appointed in the place of Chellappan Pillai after his discharge on 15-2-55 and that he was a permanent driver. Ext. III does not contain his name either. I am constrained to accept the argument of Mr. N. N. Elayathu in this behalf. Next Mr. M. C. Varghese urged that the contention of the Union that Chellappan Pillai was not appointed in the vacancy of Enos is falsified and to that extent their case must be viewed with suspicion. Ext. E is a stamped receipt in the handwriting of Chellappan Pillai signed and executed by him in favour of Sri Gopala Iyer. The receipt is for Rs. 43-5-4, being Chellappan Pillai's pay for acting in the place of Enos for the whole of December 1954 from the 10th onwards on the basis of Rs. 65 per mensem including salary and allowance. When confronted with this document Chellappan Pillai WW1 swore that he was forced to sign it by the Employer without understanding its contents. I can hardly believe him. And certainly that part of the Union's contention stands discredited. What Mr. N. N. Elayathu would make out from Ext. E is that the wording and tenor of the document would go to show that Chellappan Pillai was treated by the Employer as a permanent workman. Lastly Mr. M. C. Varghese strenuously argued that the contention of the Union that Chellappan Pillai was appointed in the vacancy caused by the death of V. C. Chandy is fallacious, b[illegible]d unwarranted by evidence. Ext. F is another stam[illegible]ipt

signed and executed by V. C. Chandy in favour of Gopala Iyer for a sum of Rs. 425-0-0 being the amount in full settlement of all his claims by way of salary and bonus for the period of his service from January 1954 to October 1954 at the rate of 8 days a month as agreed to in the Conciliation Settlement between the parties. Ext. F is dated 30-12-54. It has come in evidence that Chandy died afterwards. It has also been proved that Chellappan Pillai was in service from 15-12-54 onwards. So it can never be, as Mr. Varghese puts it that Chellappan Pillai was ever appointed in the vacancy caused by the death of Chandy. That contention of the Union also fails. I feel that for purposes of arriving at a truth in this case the finding on those contentions is immaterial. Whether Chellappan Pillai was appointed in the vacancy caused by the death of V. C. Chandy or whether he was appointed in the suspension vacancy of Enos, the broad fact remains that Chellappan Pillai was working as a driver in the service of Employer Sri P. Gopala Iyer from June 1954 up till 15-2-55. The crux of the problem is only the status enjoyed by him. The Employer has sworn that he has not maintained attendance Register, Muster Roll and Wage slip befora the enforcement of the Minimum Wages Act and that he maintains them from January 1955 onwards. The Union has filed a petition as early as on 3-9-55 calling upon them to produce them but they have not been produced. When his attention was drawn to this omission the Employer said in the box that he never knew of such a petition. I do not for a moment give credence to this portion of his testimony. The omission is fatal. I am constrained to draw an adverse inference. EW2 is the Sub-Inspector of Police, Allappey South. He has been cited to prove Ext. H the Checking Register of the Punnappra Outpost attached to Alleppey South Police Station. From Ext. H it could be seen that on 11-6-55 T.C.Q. Bus Nos. 305, 2333, 971 and 737 all belonging to Mr. P. Gopala Iyer were plying between Punnappra and Alleppey in their regular service. Mr. N. N. Elayathu would make out a case from this that to operate these four buses the Employer would require the services of at least eight drivers if he were to conform to the hours work of a driver prescribed by law. In the light of this it is submitted by him that the theory set up by the Employer that Chellappan Pillai's services were superfluous to him would crumble to pieces. Ext. H is not of much help to me in this behalf. Checking Register for the relevant period *i.e.*, from June 1954 to 15-2-55 would have been of considerable value. Unfortunately they are not before me. Having regard to the circumstances, facts and the broad probabilities of this case, I am led to the irresistable inference that Sri Chellappan Pillai must be deemed to have been enjoying the status of a permanent workman in the service of the Employer Mr. Gopala Iyer. I hold accordingly.

5. *Issue I.*

[illegible] proved that Chellappan Pillai was discharged on 15-2 [illegible] notice was served upon him. The Employer has

no case that he was guilty of any misconduct. On the evidence before me I do not find any justifying circumstance. Therefore I hold that the discharge of Sri N. Chellappan Pillai is not justifiable. Issue found in favour of the Union.

6. *Issue II.*

Their Lordships of the Appellate Tribunal have held in the leading Buckingham Carnatic Mill's case that in cases of termination of service by discharge the Tribunal has to go into the question whether the Employer acted in a perfectly *bona-fide* manner or with an ulterior motive or his conduct was arbitrary or he acted with unnecessary harshness or whether there was victimisation or unfair labour practice. In the matter of giving consequential relief the normal rule is reinstatement with arrears of back wages. It is only one of the recognised reliefs that may be granted. In the present case undoubtedly the discharge was arbitrary and the Employer had acted with harshness. All the same I am inclined in this case to deviate from the general rule. Sufficient bad blood had been created between this workman and his Employer. Even if he is re-instated I am afraid there will be no love lost between them. Where re-instatement would not be conducive to industrial peace and harmony the affected workman would be entitled only to compensation. Therefore I hold that adequate compensation to Sri N. Chellappan Pillai will be enough to meet the ends of justice. In awarding such compensation again the normal rule is that the workman should get full wages and allowance till the date of the award but the ability of the Employer to pay the compensation is also a circumstance to be taken into consideration. In this case EW5 swears that his business at present is losing and that he has adequate staff to run the service. I am fortified in this view, I take, by a recent decision of the Labour Appellate Tribunal of India reported at page 178 of Volume XI—Part VII of Indian Factories Journal. In the circumstance I direct the Employer to pay to the General Secretary of the Union Rs. 32-8-0 being the arrears of salary of the workman for February 1955, Rs. 65 as one month's notice pay in lieu of notice and half a month's salary as compensation, totalling Rs. 130 in all to be paid to Sri N. Chellappan Pillai on his receipt. Issue found accordingly:—

7. The Union has also claimed batta for the workman. The circumstances of this case do not warrant batta being awarded. Both parties will suffer their costs.

8. I pass this award in terms indicated above. This award will come into operation from the date of its publication in the Official Gazette.

Alleppey,
21-11-1956.

K. Shahul Hameed,
Industrial Tribunal.

APPENDIX

Employer's witness

EW1. Sri P. A. Enos.
EW2. „ P. Krishna Pillai.
EW3. „ Thankappan.
EW4. „ Dr. K. K. Nair.
EW5. „ P. Gopala Iyer.

Exhibits for the Employer

Exhibit A. Letter written by Dr. K. K. Nair to Labour Officer dated 28-3-1955.
„ B. Trip Sheets for the month of June 1954, 3 in numbers.
„ C. Trip Sheets for the month of July 1954, 4 in numbers.
„ D. Trip Sheets for the month of November 1954, 9 in numbers.
„ E. Receipt signed by Chellappan Pillai dated 5-1-1955.
„ F. Receipt signed by V. C. Chandy dated 30-12-1954.
„ G. Leave application of Thankappan dated 31-1-1955.

Witness for the Union

WW1. Sri N. Chellappan Pillai.
WW2. „ T. D. Joseph, Assistant Labour Commissioner, Alleppey.
WW3. „ G. Velayudhan Nair, Sub-Inspector, Alleppey.

Exhibits for the Union

Exhibit I. Letter written by the Union Secretary to Assistant Labour Commissioner, Alleppey dated 29-4-1955.
„ II. Check Register of Punnappra Outpost.
„ III. Agreement executed by P. Gopala Iyer dated 11-2-1955.
„ IV. Authorisation executed by the Motor Owners in favour of Coastal Motor Service dated 17-3-1955.

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